



CONSULATE GENERAL OF THE  
UNITED STATES OF AMERICA

Istanbul – Turkey

July 01, 2016

To whom it may concern:

Enclosed are the Solicitation Package to Repair Riverbed which is approximately 120m. long and 7 m. wide at the Consulate General located Kaplilar mevkii, Uc Sehitler sok. No:2 Istinye – Sariyer, Istanbul.

American Consulate representatives will meet with the interested parties to show the place and to answer questions on July 28, 2016 at 11.00am. at Kaplilar Mevkii Uc Sehitler sok. No:2 Istinye Sariyer. Any additional questions can be sent to [ozayassx@state.gov](mailto:ozayassx@state.gov) or [UnalM@state.gov](mailto:UnalM@state.gov) by mail latest August 02, 2016 by 10am.

The American Consulate will respond in writing to all questions received during the meeting or submitted by the mail no later than August 04, 2016 by 3pm.

Bids will be due no later than August 10, 2016 - 2pm. and should be delivered to the Consulate in a sealed envelope. No bid will be accepted after this required delivery date and time.

Please call Ms. Sibel Ozayas at telephone 0212-335 9332 latest, July 18, 2016 to provide name of the person(s) who will attend the meeting from your company as we require names for security requirement.

Thank you for your interest.

  
Robert Barkenhagen

Contracting Officer

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE (mm-dd-yyyy) 07-13-2016	4. ORDER NUMBER	5. SOLICITATION NUMBER S-TU-460-16-Q-1028	6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 07-01-2016	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Sibel Ozayas		b. TELEPHONE NUMBER (No collect calls) 0212-335 9332	8. OFFER DUE DATE/ LOCAL TIME Aug-10-2016	
9. ISSUED BY American Consulate General Contracting Officer Kaplicalar Mevkii Istinye/Istanbul		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR  NAICS: SIZE STANDARD:		
			<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
					14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15. DELIVERY TO American Consulate General B&F Section Kaplicalar Mevkii Istinye/Istanbul		CODE	16. ADMINISTERED BY Same as 9		
17a. CONTRACTOR/ OFFEROR Prospective bidders		CODE	18a. PAYMENT WILL BE MADE BY American Consulate General Istanbul - Turkey		
TELEPHONE NO.		FACILITY CODE	CODE		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
1	Service to repair riverbed which is appr 120m. long 7 m. wide at the Consulate General Istinye - Sariyer solicitation  (Use Reverse and/or Attach Additional Sheets as Necessary)				0.00  0.00 0.00
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED (mm-dd-yyyy)
			Robert Barkanhagen - Contracting Officer		

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## **B. SUPPLIES OR SERVICE AND PRICE/COST**

### **1. Scope of Services**

The Contractor shall provide services to repair riverbed which is approximately 120m. long and 7m. wide at the Consulate General located Kaplicalar mevkii, Uç şehitler sok. No:2 İstinye- Sarıyer, İstanbul.

All these tasks require synchronized planning, sequencing, adjusting and testing done by the contractor within this scope of work.

### **2. Type of Contract**

This is a firm fixed price contract. The contractor shall complete all work required in section C of this solicitation. Contractor should provide a firm fixed price to complete the work within the time agreed by both parties. Price submission should be in four elements:

- (a) Cost for material
- (b) Cost for labor
- (c) Administrative expenses
- (c) Profit

Offers should not include VAT (KDV)

### **3. Payment**

Offers can be given either in USD or TL. Payment will be made based on the currency mentioned on the submitted (TL/USD) offer via Electronic Fund Transfer (EFT) within one month of invoice submission.

As a Diplomatic Mission, the Consulate is exempt from VAT, therefore all invoices submitted for payment should be without VAT (KDV). The U.S. Government will provide a copy of the KDV exemption card.

The contractor must fill in the information requested below for EFT:

Bank Name: \_\_\_\_\_  
Branch Name: \_\_\_\_\_  
Bank Account number: \_\_\_\_\_  
Iban#: \_\_\_\_\_  
Swift Code#: \_\_\_\_\_

After invoice is approved by the COR, EFT payments may take a maximum of 30 days until the money is transferred to the Contractor's bank account. In USD payments, there may be approximately 40 USD fee on each payment, which can be charged either by the sending bank or the receiving bank.

Payment process can start for material once the COR approves that all materials purchased and delivered to the site.

Payment process for installation will be started once half of the job is completed and the COR approves the work.

Payment for the remaining portion will be made after final acceptance of the work.

#### **C. STATEMENT OF WORK**

##### **TECHNICAL REQUIREMENTS OF THE LCAC RIVERBED REPAIRING SCOPE.**

- 1- Move the existing dirt, stones and wild plants in river bed which is approximately 120m long and 7 m wide (to be verified at site visit) out of the compound for disposal. All disposal costs to be paid by the contractor.
- 2- Excavate a meter wide area where the new concrete forms will be replaced in the riverbed.
- 3- Before pouring the concrete form, the contractor shall first place a 30 cm thick of larger diameter of gravels and add a 20 cm of smaller diameter of gravels on the top of it after compressing the larger diameter gravels. The top layer of smaller diameter gravels shall also be compressed after replacing it.
- 4- The Contractor shall pour a meter wide C25 quality of cement on the top of the small size gravels using 8-12mm re-bars in the cement. The shape of the new

concrete forms shall be same as the current concrete blocks which are in a U shape. The re-bars shall continue from the horizontal surfaces to the vertical side surfaces of the new blocks to provide enough strength to the structure.

- 5- The new concrete block side vertical surface shall be minimum 30 cm height and 15 cm of width. The current slope has to be maintained while pouring the new concrete blocks and the finish of the new blocks shall match the current blocks' finish.
- 6- The existing damaged side concrete waterways which collect the underground water coming from the parking lot as well as from the compound shall be connected properly to the new concrete waterway. Exact manner and location to be determined at site visit.
- 7- The contractor shall install underground drainage pipes along the water way on both sides and connect them to the new waterway properly to transfer the underground water on that location to the waterway.
- 8- Once all the above work is completed, the contractor shall lay new dirt along the water way on both sides without any planting. The Consulate will plant those areas on a later date.
- 9- Any flowing water shall be controlled / directed by the contractor properly during this project.
- 10- All the debris and dirt that comes out of this location due to this project shall be removed by the contractor out of the compound for proper disposal at the contractors expense.

## **C.2 - Contractor Responsibilities**

The Contractor is solely responsible for providing complete services and contract coordination and supervision, including but not limited to the management, and doing necessary work to meet the requirements of this contract within the established schedules.

The Contractor shall comply with Security procedures during entire work period as explained section C/A. All other security related issues are explained under section H of this contract. The Contractor is obligated to complete all requirements in timely manner, otherwise work can not start.

## **C.3 - Materials Shipping Address:**

Materials delivered to the site shall be marked as follows: LCAC RIVERBED REPAIRING for the Consulate General located at Kaplilar Mevkii, Uç Sehitler sok. No:2 Sariyer - Istinye, Istanbul and before delivery the Contractor must coordinate with the COR to arrange entrance to the site.

## **C.4 Permits and License: N/A**

## **D. INSPECTION AND ACCEPTANCE**

The COR is authorized to review the work to ensure that the work thus completed has met the requirements. The COR will inspect from time to time the work being performed and the material furnished to determine whether work is being performed in a satisfactory manner, and work is done in acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

### **1. Substantial Completion: Definitions**

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the

Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- 1) do not interfere with the intended occupancy or utilization of the work, and - shall we delete or reword - Can be deleted.
- 2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

## **2. Use and Possession upon Substantial Completion**

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

## **3. Final Completion and Acceptance: Definitions**

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

#### **4. Final Inspection and Tests**

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started no later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the contractor.

#### **5. Final Acceptance**

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

### **E. DELIVERIES OR PERFORMANCE**

#### **1. Commencement, Prosecution, And Completion Of Work**

The Contractor shall be required to:

- (a) commence work under this contract as agreed with the COR.
- (b) prosecute the work diligently, and,
- (c) complete the work under this contract by a date

which will be determined with discussion with the COR and will be clearly mentioned on the final award document.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

## **2. Contractor's Submission Of Construction Schedules**

(a) The time for submission of the schedules referenced in "Schedules for Construction Contracts", paragraph (a), should not be later than five working days after final award date, schedules shall include the time by which drawings, product data, and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the United States Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the United States Government shall not:

- 1) Extend the completion date or obligate the United States Government to do so,
- 2) Constitute acceptance or approval of any delay, or
- 3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work

and achieve final completion by the established completion date.

### **3. Notice Of Delay**

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than five (5) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

### **4. Working Hours**

All work shall be performed during working days between 8:00am to 9:30pm. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

## **F. CONTRACT ADMINISTRATION**

### **1. Contracting Officer's Representative (COR)**

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract,

unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facility Maintenance Supervisor. The Maintenance Foreman is the site controller who will directly be responsible and report to the COR.

## **G. SPECIAL CONTRACT REQUIREMENTS**

### **1. Construction Security**

#### **(a) Istanbul Consulate Compound Access: Personnel**

1) The contractor shall provide names and National Identity Numbers (KIMLIK) of all personnel involved with this contract, including all subcontractors for the duration of the project a minimum of 10 days prior to actual date the personnel will commence work on his/her portion of the project. Contractor is strongly recommended to also provide additional names and identity numbers of personnel for unforeseen contingencies. All contractor-provided information of his/her personnel, including subcontractors, shall include a copy (both front and back) of the KIMLIK card itself.

2) The United States Government shall inform the contractor whether any person or persons has been given access to the property. If such person or persons have not been given access to the work site, the contractor shall immediately substitute said person or persons with another or others who has the same technical and/or administrative capabilities as the person or persons rejected by the United States Government. Substitution of said persons or persons shall not increase the cost to the United States Government.

3) Each person authorized to work on this project shall be given a United States Government-provided identity card which must be visibly worn at all times on the job site. This identity card shall be obtained at the beginning of each work day and returned at the end of each work day. Lost or stolen identity cards shall delay acceptance of allowance of any person or persons to the job site. THIS IDENTITY CARD SHALL

ALLOW THE CONTRACTOR, CONTRACTOR'S PERSONNEL AND SUBCONTRACTORS TO THE IMMEDIATE JOB SITE ONLY, NOT WITHIN THE CONSULATE COMPOUND SECURITY WALLS OR WITHIN ANY CONSULATE BUILDING WITH THE FOLLOWING EXCEPTION:

The contractor, contractor personnel and subcontractors shall be allowed access to the portion of the overall project listed as "Consular and Staff Separation Barrier". Access is limited to personnel, and only those personnel, who are involved with this portion of the project. All contractor personnel, including subcontractors, shall be under security escort provided by the United States Government and will be allowed only in the project site and the immediate vicinity of the project site.

4) The contractor is responsible for the orderly and professional conduct of him/herself, his/her personnel and all subcontractors on the project site. The United States Government shall retain the right to remove any person or persons whose conduct is deemed obnoxious; person(s) are suspected of carrying weapons; person(s) are suspected of abusing alcohol or illegal drugs; person(s) are suspected of non-compliance of the project specifications. The contractor shall immediately substitute the removed person(s) at no additional cost of the United States Government.

5) Contractor shall also take into consideration that there might be delays, breaks, emergency alterations and or cancellations to approved work schedule due to un-foreseen reasons, and it is the contractor's responsibility to adjust and accept those requirements by the customer.

(b) Consulate Compound Access: Materials

1) The contractor is responsible for informing the United States Government of expected delivery of all materials to be used for this project a minimum of 2 days prior to the delivery date.

2) The United States Government shall inspect these materials upon delivery for acceptance or rejection. The contractor shall remove any unacceptable material from the project site immediately. Any unacceptable

- material shall be replaced by the contractor at no additional cost to the United States Government.
- 3) The United States Government shall designate a place within the Consulate for all acceptable material storage.
  - 4) Any/all acceptable materials shall remain within the designated space provided until actual use.
  - 5) The United States Government shall not be responsible for any lost, damaged, stolen or misplaced materials stored within the specified storage area.
  - 6) The contractor shall be responsible for continual cleanliness of the designated storage area as well as the actual project site.

#### **Damage to Persons or Property**

The contractor shall be responsible for all damages to person or any vehicle; parking surface; existing structures and trees/shrubs/grasses that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. **If contractor refuse to take proper action to any damage or injury of a person, in such cases Government will have the right to hold payment until its resolved by the Contractor.**

## **2. Insurance**

The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide any and all insurance which is legally necessary.

The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work.

### **CERTIFICATE OF INSURANCE**

**Contractor must provide a copy of all employees legally required social security (Sosyal Sigorta Kayitlari) records to the COR with the list of the names given for Security Check**

### **3. Laws and Regulations**

In addition to what is explained on page 5 of the Statement of work "permits and Licenses", the Contractor shall, without additional expense to the United States Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction.

Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

### **4. Special Warranties - Warranty of Construction**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of at least 2 years from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 2 years from the date the Government takes possession. Manufacturer's warranty period should be defined separately in the offer. The Government may also request parts and services for the windows for 10 years, and therefore the vendor must ensure that replacement parts are available for 10 years.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of-

- 1) The Contractor's failure to conform to contract requirements; or

- 2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 2 years from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

- 1) Obtain all warranties that would be given in normal commercial practice;

2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

## **5. Equitable Adjustments**

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment, and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

## H. CLAUSES

### 1. Clauses Incorporated By Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

<http://www.arnet.gov/far> or,  
<http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

Clause	Title and Date
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (MAR 2005)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor - Cooperation with Authorities and Remedies (JAN 2004)
52.225-10	Notice of Buy American Act/Balance of Payments Program- Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (MAR 2005)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers' Compensation and War-Hazard Insurance

- Overseas (APR 1984)
- 52.228-5 Insurance - Work on a Government Installation  
(JAN 1997)
- 52.228-11 Pledges of Assets (FEB 1990)
- 52.228-13 Alternative Payment Protection (JUL 2000)  
Note to Contracting Officer: fill in blank]
- 52.229-6 Taxes - Foreign Fixed-Price Contracts (JUN 2003)
- 52.232-5 Payments under Fixed-Price Construction Contracts  
(SEP 2002)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-11 Extras (APR 1984)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-24 Prohibition of Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts  
(OCT 2003)
- 52.232-34 Payment by Electronic Funds Transfer  
Other than Central Contractor Registration  
MAY 1999)
- 52.233-1 Disputes (JUL 2002) Alternate I (DEC 1991)
- 52.233-3 Protest after Award (AUG 1996)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the  
Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures,  
Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-14 Availability and Use of Utility Services  
(APR 1984)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-21 Specifications and Drawings for Construction  
(FEB 1997)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.242-14 Suspension Of Work (APR 1984)
- 52.243-4 Changes (AUG 1987)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (MAR 2005)
- 52.245-4 Government-Furnished Property (Short Form) (JUN  
2003)
- 52.246-12 Inspection of Construction (AUG 1996)
- 52.246-21 Warranty of Construction (APR 1984)
- 52.249-2 Termination for Convenience of the Government

(Fixed-Price) (MAY 2004) Alternate I (APR 1984)  
52.249-10 Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.228-70 INDEMNIFICATION (JULY 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the

contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD  
(AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

## **I. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

### **1. Qualifications of Offerors**

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (a) Be able to understand written and spoken English;
- (b) Have an established business with a permanent address and telephone listing;
- (c) Be able to demonstrate prior construction experience with suitable references;
- (d) Have the necessary personnel, equipment and financial resources available to perform the work;
- (e) Have all licenses and permits required by local law;
- (f) Meet all local insurance requirements;
- (g) Have no adverse criminal record; and
- (h) Have no political or business affiliation which could be considered contrary to the interests of the United States.

## 2. Submission of Quotations

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must include the total price for the work to be performed described in STATEMENT OF WORK section, dividing the costs to such sections:

- Cost for material
- Cost for labor
- Profit

In your submission, please also include provide the following:

### (a) Proposed Work Information

- 1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- 2) The name and address of the Offeror's field superintendent for this project;
- 3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,
- 4) Work Schedule indicating various portions of the work; when work will commence and be completed in each section.

### (b) Authorized Contract Administrator

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

(c) Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- 1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- 2) Contract number and type;
- 3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- 4) Brief description of the work, including responsibilities; and
- 5) Any litigation currently in process or occurring within last 5 years.

Submit the complete quotation no later than August 26, 2015 to the address indicated on Standard Form 1449, if mailed, or the address set forth below, if hand delivered.

American Consulate General  
Deborah Lingwood  
Contracting Officer  
Ucsehitler Sokak No. 2  
Istinye - Istanbul

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

### 3. Site Visit

a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters if they see it necessary they are urged and expected to inspect the site where the work will be performed.

b) If requested to visit the site at Kaplilar Mevkii-Uc Sehitler sok. No:2 Istinye - Sariyer, Istanbul on July 26,2016 at 11.00am.

LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://www.arnet.gov/far/> or,  
<http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

<http://www.statebuy.state.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

#### **J. EVALUATION CRITERIA**

Award will be made to the lowest priced, technically acceptable, responsible quoter depending on the price and technical capacity of the bidder. The United States Government reserves the right to reject quotations that are unreasonably low or high in price.

The United States Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The United States Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.